

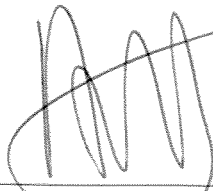
PERSONAL SERVICE CONTRACT TRANSMITTAL RECORD **APPROVED**






OCT 15 2014

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

PERSONAL CONTRACT
NUMBER: 2896772
STANDARD PO NUMBER
CHANGE ORDER #

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES PERSONAL SERVICES		DEPARTMENT HEAD'S SIGNATURE 		DEPARTMENT Media Services	
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY 100% OTHER %		DEPARTMENT CONTACT PERSON Aaron Alfaro		PHONE NO. 313-224-2800	
CONTRACTOR'S NAME: VIDEOTAPE PRODUCTS				DATE PREPARED 8/22/14	
CONTRACTOR'S ADDRESS: 41210 Bridge Street, Novi, MI 48275		ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> CHANGE <input type="checkbox"/> TOTAL CONTRACT AMOUNT \$96,119.06 TOTAL CPO AMOUNT \$ CHANGE AMOUNT \$			
PHONE NO. 313-961-1940		<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> INDIVIDUAL			
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 95-3337206		MINORITY FIRM <input type="checkbox"/> YES <input type="checkbox"/> NO			
PURPOSE OF CONTRACT: Installation of 2 HDTV Channels					
CHARGE ACCOUNT: 1000 - 350324-000146-644100-13366-000000-A5510					

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	REQUESTING DEPARTMENT Mayor's Office  AUTHORIZED DEPARTMENT REPRESENTATIVE	9/12/14
SEP 12 2014	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	SEP 15 2014
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL GRANT ACCOUNTANT	14 SEP 30 PM 3:11
SEP 15 2014	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY	9/15/14
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CORPORATION COUNSEL	9/30/14
	PURCHASING DIVISION  PURCHASING DIRECTOR	9/14/14
<div style="display: flex; justify-content: space-between;"> <div> RECEIVED SEP 15 2014 CITY OF DETROIT COUNCIL SECTION LAW DEPARTMENT </div> <div> CITY COUNCIL APPROVAL JCC REFERENCE: PAGE _____ DATE OCT 14 2014 </div> </div>		

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: October 15, 2014

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**
AMENDED

There were no contracts approved on October 7, 2014, that were Reconsidered

*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of October 14, 2014 and **APPROVED**.*

Reported by the Budget, Finance and Audit Committee:

No Contracts Reported

Reported by the Internal Operations Committee:

2819573,Extension	Payne Landscaping	+ \$1,510,000 to \$3,832,000	GENERAL SERVICE
Submitted in the List and Referred October 7, 2014.			
2895887	Navitas Advanced Solutions Group	\$877,300	GENERAL SERVICE
Submitted in the List and Referred October 7, 2014.			
2896738	Data Consulting Group	\$7,053,500	INFORM.TECH.SERVICES
Submitted in the List and Referred October 7, 2014.			
2896772	VTP, Inc.	\$96,119.06	MEDIA SERVICES
Submitted in the List and Referred October 7, 2014; Approved with <i>WAIVER</i>			
2770687,Renew	Michigan Chronicle	+ \$0 to \$4,146,890.96	CITY-WIDE

Reported by the Neighborhood and Community Services Committee:

No Contracts Reported and Approved

Reported by the Planning and Economic Development Committee:

2896965	The Heat and Warmth Fund	\$247,589.40	PLANNING & DEVELOPMT
Submitted in the List and Referred October 7, 2014; Approved with <i>WAIVER</i> .			

Purchasing Division
 Contracts and Purchase Orders Received, Considered at Regular Session
 of October 14, 2014

Page 2

*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of October 14, 2014 and **APPROVED.***

Reported by the Public Health and Safety Committee:

2897841	North American Salt Co. Submitted in the List and Referred September 30, 2014.	\$1,413,980	PUBLIC WORKS
2897905	Detroit Salt Submitted in the List and Referred September 30, 2014.	\$1,833,390	PUBLIC WORKS
2898023	Jorgensen Ford (5 trucks) Submitted in the List and Referred September 30, 2014.	\$156,500	PUBLIC WORKS
2898400	MD Solutions (Traffic signs) Submitted in the List and Referred September 30, 2014.	\$229,871.13/3yrs.	PUBLIC WORKS
2898443	Hercules & Hercules (traffic barricades) Submitted in the List and Referred September 30, 2014.	\$33,500	PUBLIC WORKS
2893670	Birks Works Environmental Submitted in the List and Referred September 30, 2014.	\$295,785	TRANSPORTATION
2897468	Electronic Data Magnetics Submitted in the List and Referred September 30, 2014.	\$367,800 / 3 yrs.	TRANSPORTATION
2898549	Automated Investigation Management Services Submitted in the List and Referred September 30, 2014; Correction to term submitted Oct. 14; Approved with <i>WAIVER.</i>	\$86,940 / 3yrs.	POLICE
2898663	Wolverine Freightliner – Eastside Submitted in the List and Referred September 30, 2014; Correction to amount submitted Oct. 14; Approved with <i>WAIVER.</i>	\$337,434	PUBLIC WORKS
86981	Marilyn Berkley, D.V.M. (Animal Control Center) Submitted in the List for Referral Oct. 14, 2014; Moved to New Business; Approved with <i>WAIVER.</i>	\$97,000	POLICE

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of October 14, 2014

Page 3

*The following contracts and purchase orders were reported to the City Council, at the Regular Session of October 14, 2014 by the Committee and **TABLED FOR 1 WEEK.***

Reported by the Internal Operations Committee:

2897014,Emg.Prcmt.	J-Mac Tree and Debris	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Union issues / privatization.			
2897312,Emg.Prcmt.	Tree Man Services	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Union issues / privatization.			
2897313,Emg.Prcmt.	All Metro Tree Services	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 9, 2014; Union issues / privatization.			
2898282	Dan's Tree & Landscape	\$400,000	GENERAL SERVICE
Submitted in the List and Referred September 30, 2014; Union issues / privatization.			

*The following contract was referred by the City Council to the Indicated Standing Committee and **WITHDRAWN.***

Referred to Internal Operations Committee

2898660	Pinnacle Actuarial Resources	\$75,000	LAW
Submitted in Special Letter and Referred on October 7, 2014; Withdrawn at meeting of Oct. 8.			

Referred to Public Health and Safety Committee

86985	Thresa A. Kozak	\$24,375	MUNICIPAL PARKING
Submitted in the List and Referred Oct. 7, 2104; Withdrawn at Comm. meeting of Oct. 13.			
86987	Khalid Hussain	\$24,000	MUNICIPAL PARKING
Submitted in the List and Referred Oct. 7, 2104; Withdrawn at Comm. meeting of Oct. 13.			
86988	Brandon Marcel Patton	\$24,000	MUNICIPAL PARKING
Submitted in the List and Referred Oct. 7, 2104; Withdrawn at Comm. meeting of Oct. 13.			

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of October 14, 2014

Page 4

*The following contracts were **REFERRED** on October 14, 2014 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee

2896481	Plante & Moran	FINANCE
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Referred to Internal Operations Committee

2898787	American Sprinkler	GENERAL SERVICES
2852020,Ext.	The OAS Group	INFORM.TECH.SERVICES
86983	Derek Miller	INSPECTOR GENERAL

Referred to Neighborhood and Community Services Committee

2894525	Nelson Iron Works (E.Mkt)	RECREATION
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Referred to Planning and Economic Development Committee

2896314	United Community Housing	PLAN. & DEVELOPMT.
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Referred to Public Health and Safety Committee

2898225,Grant	U.S. Environmental Agency	BUILD.SAFE.ENGIN.&ENVIRON.
2869860,Renew	Breakthrough Towing	MUNICIPAL PARKING
2898249	Motor City Electric Technologies	PUBLIC WORKS
2893670	Birks Works Environmental	TRANSPORTATION
<i>Previously Submitted and Approved Oct. 14, 2014</i>		
2897659	Wright Tools, Inc.	TRANSPORTATION
<i>Correction submitted, changing cost from \$99,000 to \$53,000</i>		

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of October 14, 2014

Page 5

The following items have been HELD for review, discussion or report to the Standing Committee.

Held in the Public Health and Safety Committee

2897659	Wright Tools	\$99,000	TRANSPORTATION
Submitted in the List and Referred September 23, 2014; <i>To be Corrected.</i>			

City Council Contract Agenda Items Review Checklist

Reviewer: Lorraine White Date Received: 10/2/14

Date: 10 2 14

Department: Mayors Department Division: Media Services

Dept Head/Contact Person: Aaron Alfaro Phone No.: 313-224-2100

Description: HD Channels for City Council Chambers Contract No.: 2896772 PO Type: Prof Svc - CPO Est. Value: \$96,119.06

Contract Term (if applicable): Upon approval to Maintenance Contract 48 months after installation

Funding: City 100% State _____% Federal _____% Other: _____%
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Video Tape Products Required Date: 10/13/14

1. Is the product or service ESSENTIAL to department operations? XYes ☐ No

If "Yes" please explain why: Current Analog System is not meeting the HD needs for transmittal

Consequence of not buying: Problems in displaying the hearings of the council

2. Was the product or service competitively bid? XYes ☐ No
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

3. Was a Co-Operative Agreement Considered? ☐ Yes XNo Co-Operative Name: _____
If answer to #3 is "No" explain why a Co-Op was not considered: None Available

4. Were savings achieved?
X Yes Amount \$\$65,047 against initial bid ☐ No
Were additional savings requested? (10%) ☐ Yes ☐ No

5. Does the supplier currently provide other goods and services to the City? ☐ Yes XNo
If yes please list: _____

6. The business being awarded is NEW CONTRACT
If #6 is a renewal provide justification for renewal: _____
If #6 is a increase/decrease does this represent:

- ☐ Variance in unit price only (Current unit price \$ _____ Suggest Unit Price \$ _____)
☐ Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this good/service used by other departments? ☐ Yes ☒ No
If "yes" can this req/par be combined other department requirements? ☐ Yes ☐ No
8. Is this a service that can be performed by City employees? ☐ Yes ☒ No
Is this a service that City employees can be trained to do? ☐ Yes ☒ No
-

NOTES:

The items being purchased include the tear down and the installation of the equipment for the new HD Channels for the city Council, as well as the 48 month Manufacturer's maintenance contract.

☐ PLACE ON CITY COUNCIL AGENDA

☐ REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED:  DATE: January 12, 2012

INFORMATION PROVIDED BY: *Aaron Alfaro*
TITLE: *Director Media Services*
PHONE NO. *313.224.2800*

TO TAX 8-18-14

please contact later when complete



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: PURCHASINGE-MAIL ADDRESS: WHITE@DETROITMI.GOVCONTACT NAME: LORRAINE WHITEPHONE: 313-224-4241 FAX:

Type of Clearance:

☒ New☐ Renewal (Please submit 30 days prior to submitting bid or expiration date)

A. To:
City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 312
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

For:
Individual or
Company Name Videotape Products, Inc.

Address 41210 Bridge St.City NoviState MI Zip Code 48375Telephone 800-422-2444 Fax # 818-566-8989E-Mail Address keithl@vtpcorp.com

B. Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)

Barbara Susca

Telephone # 818-566-9898Fax # 818-566-8989Employer Identification or Social Security Number 95-3337208

Spouse Social Security Number

Nature of Contract: Materials & Services

BID/CONTRACT AMOUNT (if known):

Labor: \$ 6,600.00 Material: \$ 78,077.00

Contract # (if known)

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT
ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE

Check One: ☐ Individual☒ Corporation☐ Partnership☐ Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) ☐ Yes ☐ No
2. Are you a student, and/or claimed as a dependent on someone else's tax return? ☐ Yes ☐ No
3. Were you employed during the last seven (7) years? ☐ Yes ☐ No
4. Were you a resident of Detroit during the last seven (7) years? ☐ Yes ☐ No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). ☒ Yes ☐ No
6. Will the company have employees working in Detroit? ☒ Yes ☐ No
7. Will the company use sub-contractors or independent contractors in Detroit? ☐ Yes ☒ No

D FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

☐ Yes☒ No

Signature

LUCHETIA JENNINGS

Date

AUG 27 2014

Expires

☒ Yes☐ No

Signature

INCOME TAX INVESTIGATOR

Date

SEP 12 2014

Expires

SEP 12 2015☐ Yes☐ No

Signature

Date

Expires

To check the status of a clearance, please call (313) 224-3328 or (313) 224 3329
VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid.

10 FEB, 8-18-14

PLEASE CONTACT white1@detroitmi.gov 224-4261

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 1849 (Telephone)
(313) 224 - 4238 (Fax)

Nature of Contract Materials & Services

Contract Amount \$82,677.00

Business Type: ☒ Corp () Partnership () Sole Proprietorship () Personal Services

Business Name Videotape Products, Inc.

Business Address 41210 Bridge St., Novi, MI 48375

Ward/Item # _____

F.I.D. NO. 95-3337206

City Personal Property I.D. # _____

Owner(s) Name _____

Owner(s) SS# _____

Contact Person Keith Larson

Phone Number _____

Fax Number 248-467-1138

Owner(s) Home Address _____ () Lease () Own

Please do not write below this line for department use only.

Real Property Special Assessment Personal Property Other Receivable

() Denied

() Denied

() Denied

() Denied

☒ Approved

☒ Approved

☒ Approved

☒ Approved

Comments: _____

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

[Signature]
Signature (City of Detroit)

AUG 20 2014

Date

JAN 15 2015

Expiration Date

REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the _____, (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No.: (if applicable) _____

Duration of Covenant _____

Printed Name of Contractor/Organization VIDEOTAPE PRODUCTS, INC.
(Type or Print Legibly)

Contractor Address: 41210 BRIDGE ST. NOVI MI 48375
(City) (State) (Zip)

Contractor Phone/E-mail 248 467-1138 / KEITHLENTPCORP.COM

Printed Name & Title of Authorized Representative KEITH LARSON, NATIONAL SALES MGR.

Signature of Authorized Representative [Signature]

Date 8-15-14

*** This document MUST be notarized ***

Signature of Notary: [Signature]

Printed Name of Seal of Notary: DARIN J MOSHER

My Commission Expires: 09 / 22 / 2017

DARIN J MOSHER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires Sept. 22, 2017
Acting in the County of LIVINGSTON

FOR CONTRACTING DEPARTMENT USE ONLY:

Date Rec'd: / / Received by: Title:

Please fax a copy of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434

Hiring Policy Compliance Affidavit

I, KEITH LARSON, being duly sworn, state that I am the NATIONAL SALES
MANAGER of VIDEOTAPE PRODUCTS, INC.
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Keith Larson

Title: NAT. SALES MGR. Date: 8-15-14

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON) SS

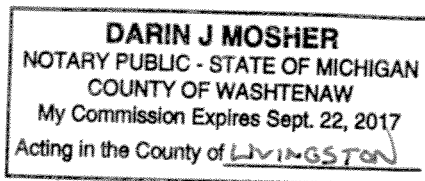
The foregoing Affidavit was acknowledged before me the 15 day of August, 2014,
by KEITH LARSON.

Notary Public, County of WASHTENAW

State of MICHIGAN

My commission expires SEPT 22, 2017

LIVINGSTON



Hiring Policy Compliance

Summary

City of Detroit Ordinance No. 29-11 approved by the City Council on November 22, 2011 amends, the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, *Finance and Taxation*, Article V, *Purchases and Supplies*, by adding Division 6, *Criminal Conviction Questions for City Contractors*, which consists of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified. It further provides for certain exceptions to the prohibition and requires City contractors to submit an affidavit with a copy of their application to make bids or proposals. Bids which do not comply with this division are deemed non-responsive and the City is permitted to deem contractor(s) in breach.

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

**NOTICE OF ENACTMENT OF ORDINANCE
TO: THE PEOPLE OF DETROIT, MICHIGAN
(On June 23, 2004, the City of Detroit adopted the following Ordinance)**

ORDINANCE NO. 20-04 CHAPTER 18 ARTICLE V

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES." BY ADDING DIVISION 7. TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE." WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

Sec. 18-5-91. Scope.

- (a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.
- (b) Each contractor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of Investments or profits from the slave Industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

Sec. 18-5-92. Affidavit of disclosure required.

- (a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.
- (b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United states.
- (c) The affidavit shall disclose ay information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

Sec 18-5-93. Voidability of contract.

- (a) Failure to comply with this division shall render the contract voidable by the City.
- (b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

Sec 18-5-94—18-5-100. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter,. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving., it shall become effective no later that thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p.)	May 5, 2004
Passed:	June 23, 2004
Published:	July 19, 2004
Effective:	July 19, 2004
	JACKIE L. CURRIE
	City Clerk

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Videotape Products, Inc.

2. Address of Contractor: 41210 Bridge Street
Novi, MI 48375

3. Name of Predecessor Entities (if any): _____

4. Prior Affidavit submission? ☒ No ☐ Yes, on: _____
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. ☒ Contractor was established in 1977 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

____ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

____ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

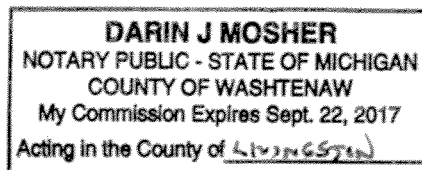
6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

KEITH LARSON (Printed Name) NAT. SALES MGR. (Title)

[Signature] (Signature) 8.15.14 (Date)

Subscribed and sworn to before me
this 15 day of August 2014

[Signature]
Notary Public, Washtenaw County, Michigan
My Commission expires: Sept 22, 2017



CLEARANCE NOTIFICATION

Any bidder or vendor may apply for clearance certificates. Before the City can award a contract to a successful bidder, that bidder must obtain and provide clearance certificates to the City of Detroit Purchasing Division.

ALL BIDDERS AND POTENTIAL VENDORS ARE ADVISED TO OBTAIN PRE-APPROVALS UTILIZING THE ATTACHED CLEARANCE REQUEST FORMS SO AS NOT TO DELAY OR JEOPARDIZE CONTRACT AWARD.

Clearance certificates are statements of bidder compliance with applicable City of Detroit Ordinances and are required prior to award of contracts. The clearance certificates must be obtained from each of the following departments and divisions:

1. **Income Tax Division**, Finance Department
512 Coleman A. Young Municipal Center
Detroit, MI 48226
Telephone: (313) 224-3329
2. **Revenue Collection Division**, Finance Department
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
Telephone: (313) 224-4087

FAILURE TO PROVIDE ALL REQUIRED CLEARANCES WITHIN THE TIME ALLOWED MAY RESULT IN THE REJECTION OF QUOTES, BIDS AND/OR PROPOSALS.

After the evaluation of quotes, bids or proposals the City will send (via E-MAIL or by First Class mail to the E-MAIL or MAILING ADDRESS indicated on the signature page of the bid form) notifications to the two lowest responsive and responsible bidders that they must obtain and provide the Purchasing Division with clearance certificates within ten (10) business days after date of request. The vendor and/or bidder shall be responsible for any mailing delays or failure of the U. S. Postal Service to deliver.

3. **Human Rights Department Affidavit (effective 12/1/2010)** must be completed in its entirety, notarized and submitted with your bid. Failure to submit completed affidavit with your bid will (disqualify your bid for non-compliance) or (will be cause for rejection).
4. **Slavery Era Affidavit:** Require all bidders to submit a signed and notarized Slavery Era Records and Insurance Disclosure Affidavit per Chapter 18, Article V of the Purchasing Ordinance. The Ordinance requires the Vendor to disclose any records within its possession or knowledge relating to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related to slaves who were held during the slavery era in the US.
5. **Hiring Policy Compliance (Effective 7/1/2012):** All Bid responses to this Request For Proposal (RFP) or responses to this Request For Qualifications (RFQ) must include the attached Hiring Policy Compliance Affidavit executed by the same individual who signs the Bid. A Bid submitted without this Affidavit and a copy of their application to verify compliance will be deemed non-responsive and will not be evaluated.



CITY OF DETROIT
FINANCE DEPARTMENT
INCOME TAX DIVISION

512 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE 313 • 224 • 3327
FAX 313 • 224 • 4588

INCOME TAX CLEARANCE CERTIFICATE

INFORMATION AND INSTRUCTION FOR PURCHASING VENDORS

The vendor is responsible for completing Parts A, B and C of the Bidder's Income Tax Clearance. (The information required to complete Part B is enclosed in the Bidder's solicitation Packet.) The vendor must submit the Bidder's Income Tax Clearance request to Income Tax Clearance request to Income Tax at least seven (7) business days before the Tax Clearance is due in Purchasing. A drop off tray for Purchasing Vendors tax clearance requests will be located on the front counter of the Income Tax Division's reception area. **NO ONE WILL BE AVAILABLE TO ANSWER QUESTIONS AT THE TIME THE REQUEST IS DROPPED OFF.** Tax Clearances may be picked up at the same location one week from the day that the clearance was dropped off.

WHAT IS AN INCOME TAX CLEARANCE? An Income Tax Clearance, valid for ninety (90) days, states that an individual or business seeking employment or contracts with the City of Detroit has complied with all the provision of the City Income Tax Ordinance.

REQUIREMENTS FOR VENDORS. When requesting an Income Tax Clearance, complete the form carefully to avoid processing delays. We must have the full name of the individual or business, the complete address, including zip code and telephone number. Clearances without social security numbers or federal identification numbers **CANNOT** be processed, they will be denied. Individuals married or previously married who filed joint returns must include spouse's social security number. If business is a sole proprietorship, the owner's social security number must be provided.

REQUIREMENTS FOR INDIVIDUALS. Individuals must show compliance for five (5) years and have no unpaid assessments. Compliance is proven by filing returns or providing proof of non-residency (copy of lease, mortgage closing statement, driver's license, voter's registration card, etc.) during the period of assessment. If individuals seeking tax clearance resided within the City, but claimed dependent status on another person's tax return, or received public assistance, then proof may be required. Assessment balances must be paid or payment arrangements made before an approved tax clearance can be issued.

REQUIREMENTS FOR BUSINESSES. Businesses must show compliance for five (5) years and have no unpaid assessments. Compliance is proven by filing and paying withholding taxes and corporate income taxes. If a business seeking tax clearance was not required to file taxes because business location was outside of City, or because business had no employees subject to withhold, proof may be required. Contractors must supply list of sub-contractors with federal identification numbers or social security numbers. Assessment balances must be paid or payment arrangements made before an approved tax clearance can be issued.

INCOME TAX CLEARANCE DENIALS. Income Tax Clearances are usually denied because of one of the following reasons: (1) No City income tax filing history, (2) Unpaid assessments and (3) Missing tax returns. Taxpayers denied an income tax clearance will be notified by telephone, fax or mail. They must call (313) 224-3328 to schedule an appointment as soon as possible to resolve tax issues. Income tax returns and related data regarding taxpayers are confidential; therefore, reasons for denial are given only to the taxpayer. Our office is located in the Coleman A. Young Municipal Center, Room 512. Office hours are 8:00 A.M. - 4:00 P.M., Monday through Friday.

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

REVENUE COLLECTION CLEARANCE

All Purchasing Division vendors in compliance with Ordinance 52-H (No outstanding obligations to the City of Detroit) requirements will receive an approved Revenue Collection Clearance. Copies of the approved clearance may be submitted with bid packages until the clearance expiration date. Revenue Collection Unit clearances may have various validity dates--usually within the same fiscal year.

VENDOR CLEARANCE REQUESTS

Purchasing Division clearance requests will be called Purchasing Division Vendor Clearance Request.

The vendor request provides for submission of all pertinent data relating to the business or individual seeking the contract. It must be filled out in its entirety and submitted along with any additional documentation, such as:

- (1) Copies of lease and/or rental agreements, if the real property does not belong to the applicant
- (2) Federal I.D. number or SS#, if a sole proprietor.
- (3) Personal Property tax I.D. number, if applicable. If you do not know your number or need to apply for one, you must go to Room 607 for this information.

Missing and/or inaccurate information may result in processing delays.

INTERNAL PROCESSING

DOCUMENT REVIEW TAKES FIVE (5) WORKING DAYS. IT IS THE VENDOR'S RESPONSIBILITY TO PROVIDE REQUIRED DOCUMENTATION IN TIME FOR A REVIEW AND RECOMMENDATION PRIOR TO THE BID ENDING DATE.

CLEARANCE REQUESTS MAY BE DROPPED OFF ON ALL NORMAL WORK DAYS BETWEEN 8:30 A.M. AND 4:30 P.M. IN ROOM 1012 OF THE COLEMAN A. YOUNG MUNICIPAL CENTER. A TRAY LABELED VENDOR CLEARANCES WILL BE AVAILABLE ON THE FRONT COUNTER. PICKUP OF COMPLETED FORMS CAN BE MADE AFTER 8:30 A.M. THE FIFTH WORKING DAY (NO SATURDAYS OR SUNDAYS) AFTER SUBMISSION

NO ONE WILL BE AVAILABLE TO ANSWER QUESTIONS AT THE TIME OF SUBMISSION.

DENIED REQUESTS WILL INCLUDE THE REASON FOR DENIAL.

VENDORS IN POSSESSION OF AN EXPIRED APPROVED CLEARANCE SHOULD SUBMIT THE EXPIRED CLEARANCE WITH THEIR REQUEST.

BID TABULATION

[illegible]

Recommendation based on Bids returned was Videotape Products. Subsequent to selection, a walk through was done with the vendor where it was discovered that more preparation work including wiring would be needed in order to install the system - which would be needed from any of the solutions, resulting in the additional \$13,442.

CITY OF DETROIT
LAW DEPARTMENT
Office of Corporation Counsel
-CONTRACTS SECTION-

INTERDEPARTMENTAL MEMORANDUM

TO: Contracts Desk
Purchasing

FROM: Christopher S. Ammerman
Senior Assistant Corporation Counsel
Writer's Direct Dial: (313) 237-3053

SUBJECT: EXPIRED DOCUMENTS - CONTRACT NUMBER: 2896772

Vendor Name: Videotape Products

DATE:

The documents checked below have expired. Prior to placement of this contract on City Council's agenda, please insure that the documents identified below are current or have been renewed. The department has been notified on the date listed below.

Thank you for your cooperation in this request.

CLEARANCES

___ Property Tax

X Income Tax

X Human Rights

___ Other

INSURANCE

X

The coverage required by this contract per the certificate of insurance furnished with this contract was not provided or has expired as follows:

Entire Certificate: X

General Liability: ___

Prof. Liability: ___

Excess Liability: ___

Automobile: ___

Workers' Comp.: ___

Employers' Liability ___

*Other (Identify) ___

***Insurance coverage must include the City of Detroit as an additional insured. Please provide the City of Detroit Purchasing Department with an insurance certificate that complies with the contract requirement.**

The departmental requestor was notified by this writer on 9/3/14

cc: Media Services

Attn: AARON ALFARO



Videotape Products, Inc
41210 Bridge Street
Novi, MI 48375
PH: 248-467-1138, FAX: 818-566-8989

Videotape Products, Inc. does not have paperwork for potential employee's to complete during the application process. We require all candidates to present VTP with a current resume for past job experience and educational history review.

A handwritten signature in black ink that reads 'Keith Larson'.

Keith Larson
National Sales Manager

SERVICES CONTRACT
BETWEEN
CITY OF DETROIT, MICHIGAN
AND
VIDEOTAPE PRODUCTS INC.

CONTRACT NO.

2896772

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CITY OF DETROIT SERVICES CONTRACT

This Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Purchasing Department ("City"), and VTP, INC, a Corporation with its principal place of business located at 41210 Bridge Street, Novi, MI 48275, ("Contractor").

Recitals:

Whereas, the City desires to engage the Contractor to render certain ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and

Accordingly, the parties agree as follows:

Article 1. Definitions

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated,

affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services. i.e. the Microsoft Volume Licensing Agreements.

"Exhibit B" is the Quotation for licensing for the Microsoft Products and any applicable Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs, that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

Article 2.

Engagement of Contractor

2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.

2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute

between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.

- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3.

Contractor's Representations and Warranties

3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:

- (a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;
- (b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
- (c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
- (d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
- (e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i)

duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and

- (f) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- (g) That any Technology that it is provided to the City shall:
 - (1) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - (2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

Article 4.

Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Purchasing Director. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate on _____.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.
- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

Article 5.
Data To Be Furnished Contractor

5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

Article 6.
Contractor Personnel and Contract Administration

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's activities and major undertakings.
- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.

- 6.4 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.
- 6.5 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.
- 6.6 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 7.

Compensation

- 7.01 Compensation for Services provided shall not exceed the amount of Ninety Six Thousand One Hundred Nineteen dollars and six cents (\$96,119.06), exclusive of expenses to be billed at actual and reasonable cost, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

Aaron Alfaro
Media Services
2 Woodward Ave.
Detroit, Michigan 48226 (ZIP Code)
Telephone: (313) 224-2100

The City employee from whom payment should be requested is:

Troy Hutcherson
Accounts Payable
2 Woodward Avenue
Detroit, Michigan 48226
Telephone: (313) 628-2715

Article 8.

Maintenance and Audit of Records

- 8.1 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.

- (a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
- (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
- (c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
- (d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
- (e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

- 8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

Article 9.
Indemnity

- 9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:
- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
 - (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
 - (c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.
- 9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.
- 9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.

- 9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

Article 10.

Insurance

- 10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

- | | | |
|-----|--|---|
| (d) | Automobile Liability Insurance
(covering all owned, hired and
personal and property protection
insurance, including residual
liability insurance under Michigan
no fault insurance law) | \$1,000,000.00 combined single limit
for bodily injury and property damage |
|-----|--|---|

- 10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.
- 10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."
- 10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.
- 10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.
- 10.06 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.

- 10.07 All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without written notice to the City as required in the policy. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.
- 10.08 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.09 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11.

Default and Termination

- 11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.
- 11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.
- (a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
- (1) The Contractor fails to begin work in accordance with the terms of this Contract; or

- (2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
- (3) The Contractor ceases to perform under the Contract; or
- (4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
- (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
- (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
- (7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
- (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
- (9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
- (10) The Contractor fails in any of the agreements set forth in this Contract; or
- (11) The Contractor ceases to conduct business in the normal course; or

- (12) The Contractor admits its inability to pay its debts generally as they become due.

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- (b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the thirtieth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.
- (c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is

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expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.

- (e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- (d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment,

and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and

- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 12.

Assignment

12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

Article 13.

Subcontracting

13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the

right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.

13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.

13.03.1 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.

13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.

13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14.

Conflict of Interest

14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in

the performance of this Contract no person having any such interest shall be employed by it.

14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.

Article 15.

Confidential Information

15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.

15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 16.
Compliance With Laws

16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.

16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 17.
Amendments

17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.

17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.

17.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Purchasing Director.

17.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 18.
Fair Employment Practices

18.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.

18.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.

18.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

Article 19.
Notices

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Purchasing Department on behalf of the City:

City of Detroit

Department of Purchasing
2 Woodward Ave.
Detroit, MI 48226
Attention: Mr./Ms. Lorraine White

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If to the Contractor:

Videotape Products, Inc.
41210 Bridge St., Novi, MI 48375
Attention: Mr./Ms. Keith Larson

19.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 20.

Proprietary Rights and Indemnity

20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.

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20.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.

20.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.

20.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."

20.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

20.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.

20.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

Article 21.

Force Majeure

21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of

any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 22.

Waiver

22.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.

22.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.

22.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 23.

Miscellaneous

23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.

- 23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 23.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 23.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.

23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.

23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.

23.12 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.


23.13 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

Contractor:

1. 
Name DARIN J MOSHER

By: 
Name KEITH LARSON

2. 
Name Stephanie Frederick

Its: NATIONAL SALES MANAGER
Title

Witnesses:

1. [Signature]
Name

2. [Signature]
Name

City of Detroit

Media Services Department:

By: [Signature]
Name

Its: Director - Media Services
Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

OCT 14 2014

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 6-406 OF THE
CHARTER OF THE CITY OF DETROIT

	Date			
				
Purchasing Director	Date	Corporation Counsel	Date	

THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING
DIRECTOR.

EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on Receipt and shall terminate a period of 48 months after receipt. The Contractor shall commence performance of this Contract upon receipt of a written “Notice to Proceed” from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

Insert VTP Scope of Services

VTP, Inc.
41210 Bridge Street
Novi, MI 48375

City of Detroit Tightrope Media Systems Broadcast Playback System

The City of Detroit requires assistance for the deployment of a sophisticated solution for cable broadcast station playback automation. The client envisions a solution that offers complete control of all their existing play-out devices. It must control their routing switcher, play-out and encoding decks, integrated channel branding, down stream key device and help them get the timing right with live events.

Project Steps & Timeline

August 7:

- Provide Lorraine White with revised sales proposal and SOW

August 8:

- Discuss the scope of the project with Lorraine White

End of August/Sept:

- Receive City of Detroit Purchase Order for TRMS

Within Week of Receiving PO:

- Site visit to City of Detroit
- Conduct meeting with City of Detroit cable personnel regarding installation and training for TRMS

Within 30 days of Receiving PO:

- TRMS unit shipped to VTP Novi. VTP will request expedited delivery for City of Detroit
- Schedule City of Detroit on-site installation
- Install TRMS playback system in place of existing cart unit
- Coordinate TRMS on-site training

Videotape Products, Inc. Information

For over 30 years, VTP has been one of the most trusted and recognized solutions providers for high-end audio & video professionals. Our attentive and knowledgeable sales, customer service and technical support staff ensure a positive experience from initial consultation through ongoing support.

Our manufacturer relationships allow us to provide a customized and cost effective solution regardless of your project scope or production standards. In addition to being an Authorized Sony CineAlta Broadcast Reseller, Authorized Panasonic Digital Broadcast Representative and Authorized JVC Professional HD Representative, VTP proudly represents over 250 recognized industry manufacturers.

VTP is a full service provider and our customers receive the added benefits of top level technical support, on-site demonstrations, proprietary industry information, exclusive event invitations and much more. We build partnerships with our clients so the support and assistance you receive upon our initial meeting or first sale is just the beginning of our relationship. Whether you are a new videographer, seasoned cinematographer or broadcast professional VTP has the equipment, expertise and flexibility to handle all of your creative challenges. We look forward to enabling all of your creative endeavors.

EXHIBIT B

FEE SCHEDULE

I. General

1. The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of Ninety Six Thousand, One Hundred Nineteen dollars and six cents, (\$96,119.06) for the term of this Contract as set forth in Exhibit A, Scope of Services, and Quotation numbers "DET TRMS" and "Monitoring".
2. Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

II. Project Fees

See both VTP Quotations of 8/7/14 and 9/8/14 for exact pricing.

III. Project Billing

- All Hardware Costs will be invoiced upon shipping, and Installation billed upon implementation, UAT and other listed services are successfully received. Expenses will be billed at actual and reasonable costs as supported by receipts.

To: City of Detroit
 Attn: Lorraine White
 Address: Coleman A Young Municipal Center Suite 1008
 2 Woodward Ave, Detroit, MI 48226
 Phone: 313-224-4261
 email: Whitel@detroitmi.gov



VIDEOTAPE PRODUCTS INC.
 41210 Bridge Street, Novi, MI 48375
 DIR: (248) 467-1138 / (818) 566-9898 Fax: (818) 566-8989

Price Quote

Submitted by:	LARSON
Quotation #:	DET TRMS
Quotation Date:	08/07/14

Ship to:

Thank you for the Opportunity !!!

Item	Qty	Manufacturer	Part Number	Description	Unit Price	Extended Price
1	1	TRMS	Cablecast SX2HD	Two SD/HD channel decodes, one channel SD/HD encode, multi-format video server with 16 TB useable storage in a 3 rack unit chassis. Selectable SD or HD SDI with embedded audio. Up-converts 480i to 1080i and Down converts 1080i to 480i. Includes Cablecast Automation and Carousel Server Software. 6 hours of installation support and end user training are included.	\$22,600.00	\$22,600.00
2	1	TRMS	Cablecast Pro Server 410 with	Web centric head end automation system, integrated video bulletin board software and Cablecast VOD in a 2 rack unit chassis. H.264 VOD streaming to mobile devices and desktops. Independent automation control for SX servers or other devices, redundant power, 6TB RAID5 Content and 1T RAID1 system storage. Includes 6 hours of end user training and installation support.	\$7,542.00	\$7,542.00
3	2	TRMS	CBL-LIVE-330	H.264 HLS adaptive bit-rate live streaming server in a 1 rack unit chassis, integrated into Cablecast's user interface and public web interface. Stream is controllable through Cablecast and may be disabled on a per show basis. Single channel input. 2 hours of installation support and end user training are included.	\$2,820.00	\$5,640.00
4	2	TRMS	Cablecast CG330 SDI	Carousel bulletin board configured for broadcast in a 1RU chassis. SDI and Composite outputs, genlock input, hardware accelerated graphics. All Carousel features as well as interface with the Cablecast schedule for display of "Airs Again On". "Coming up Next" and Cablecast schedule bulletins updated dynamically throughout the day. 2 hours of installation support and end user training are included.	\$3,254.00	\$6,508.00
5	1	TRMS	CBL-REFLECT-BND	Cloud-based reflection service operating in conjunction with a both Cablecast Live and Cablecast VOD servers that provide a virtually unlimited number of live and VOD internet video streams while conserving your internal bandwidth.	\$1,907.00	\$1,907.00
6	4	TRMS	SVC-OND-INST	Training and on-site software configuration support. Daily Rate. City of Detroit will only be invoiced for actual days of on-site training performed by TRMS personnel. Cost of training per day will remain the same if less days of training are requested.	\$1,650.00	\$6,600.00
7	4	TRMS	Software Assurance for la	Annual software maintenance contract. Covers all the software upgrades including major releases at a facility utilizing four or more Cablecast servers	\$2,168.00	\$8,672.00
8	4	TRMS	Software Assurance for CBL	Annual hardware assurance contract for the CBL-SX2HD-510	\$1,560.00	\$6,240.00
9	4	TRMS	Software Assurance for CBL	Annual hardware assurance contract for the CBL-SVR410-VOD	\$479.00	\$1,916.00
10	8	TRMS	Software Assurance for CBL	Annual hardware assurance contract for the CBL-LIVE-320	\$175.00	\$1,400.00
11	8	TRMS	Software Assurance for CBL	Annual Hardware Assurance contract for the CBL-CG330-SDI	\$195.00	\$1,560.00
12	1	BMD	BMD-VHUBVCPT	Compact Video Hub 40 x 40 3G-SDI 2 RU router with ethernet router control.	\$2,696.00	\$2,696.00
13	1	COMPIX	CH BRANDER HD	Single channel HD-SDI/SD-SDI broadcast graphics ticker, logo, and branding system in a compact, rugged.	\$8,996.00	\$8,996.00
14	1	VTP	SERVICE	Installation On-Site Integration and Installation	INCL	INCL

SUB-TOTAL:	\$82,277.00
FREIGHT	\$400.00
TAX@ 6%	TBD
TOTAL	\$82,677.00

Pricing expires 30 days from quotation date.

PAYMENT TERMS:

Accepted by Buyer

The Prices listed in this quote are intended solely for the purpose of purchasing from Videotape Products, Inc. Any unauthorized use is prohibited. NOTES: Pricing noninclusive of travel charges to be reimbursed at actual and reasonable cost.

To: City of Detroit
 Attn: Aaron Allard
 Address: Coleman A Young Municipal Center Suite 333
 2 Woodward Ave, Detroit, MI 48226
 Phone: 313-224-2800
 email: aallard@detroitmi.gov



VIDEOTAPE PRODUCTS INC.
 41210 Bridge Street, Novi, MI 48375
 DIR: (248) 467-1138 / (818) 566-8898 Fax: (818) 566-8888

Price Quote

Submitted by: LARSON

Quotation #: MONITORING
 Quotation Date: 09/08/14

Ship to:

Thank you for the Opportunity !!!

Item	Qty	Manufacturer	Part Number	Description	Unit price	Extension Price
1	1	TRIPLITE	TRL-B020U0819K	NetDirector 19in Console KVM with 8 USB/PS2 Combo Cable Kits - 8Port	\$1,610.00	\$1,610.00
2	2	BMD	HDL-SMTVDUC	SmartView Duo	\$436.00	\$872.00
3	5	BMD	HDL-AUDMON1RU	Audio Monitor	\$1,315.00	\$6,575.00
4	1	BMD	IDL-SMTWSOPEUDUC4	Smartscope Duo 4K	\$875.00	\$875.00
5	2	BMD	CONVMASA4K	Mini Converter - SDI to Analog 4K	\$259.00	\$518.00
6	1	BMD	BLACKRACK-1	1RU Universal Blackmagic Design Mini Converter Rackmount	\$58.00	\$58.00
7	2	KRAMER	482XL	Balanced/Unbalanced Audio Transcoder	\$144.00	\$288.00
8	1	KRAMER	RK-3T	19" Rack Adapter	\$39.00	\$39.00
9	1	BRADY	M21-750-595-WT	Indoor/Outdoor Vinyl Film Label Cartridge	\$25.00	\$25.00
10	50	KINGS	K2085-2-9	75 Ohm BNC Connector	\$1.56	\$78.00
11	100	CLARK	CD75690	RG59 HD/SDI COAX 4.5GHz CMR BK	\$0.35	\$35.00
12	4	NEUTRIX	NP3X	1/4" Professional Phone Plug Stereo (TRS)	\$4.64	\$18.56
13	50	EZ	RJ45-CAT6	EZ Series Connector for Cat6 Compliant Data Networks	\$0.61	\$30.50
14	8	CONNECTRONIX	DVI-8900A	DVI-D Dual Link Male to VGA Female Adapter	\$15.00	\$120.00
15	1	VTP	MISC	Cable Dressing Supplies	\$300.00	\$300.00
					\$0.00	\$0.00
					\$0.00	\$0.00
16	1	VTP	SERVICE	Installation Modify Rack Elevations	\$2,000.00	\$2,000.00

SUB-TOTAL:	\$13,442.06
FREIGHT	TBD
TAX@ 6%	TBD
TOTAL	\$13,442.06

Pricing expires 30 days from quotation date

PAYMENT TERMS:

Accepted by Buyer

The Prices listed in this quote are intended solely for the purpose of purchasing from Videotape Products, Inc. Any unauthorized use is prohibited. NOTES: Pricing commissions of travel charges to be comprised of actual and negotiable cost

CITY ACKNOWLEDGMENT

STATE OF _____)

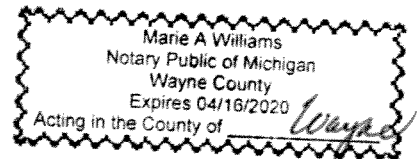
)SS.

COUNTY OF _____)

The foregoing contract was acknowledged before me the 10th day of September,
2014, by _____,
(name of person who signed the contract)
the Director Media Services,
(title of person who signed the contract as it appears on the contract)
of Media Services,
(complete name of the City department)

on behalf of the City.

Marie A. Williams
Notary Public, County of Wayne
State of Michigan
My commission expires: 04/16/2020



CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF LIVINGSTON)

The foregoing contract was acknowledged before me the 12th day of August 2014
2014, by KEITH LARSON,
(name of person who signed the contract)
the National Sales Manager,
(title of person who signed the contract as it appears on the contract)
of VideoTape Products, Inc,
(complete name of the corporation)

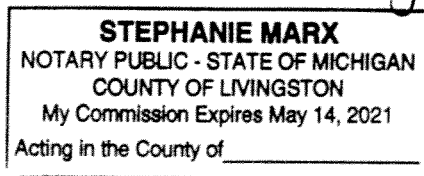
on behalf of the Corporation.

Stephanie Marx

Notary Public, County of Livingston

State of Michigan

My commission expires: May 14, 2021



CORPORATION CERTIFICATE OF AUTHORITY

I, Barbara Susca, Corporate Secretary of
Videotape Products, Inc. (name of corporate secretary), a California
(complete name of corporation) (state of incorporation)

Profit corporation (the "Corporation"), DO HEREBY CERTIFY that the
(non-profit or for profit)

following is a true and correct excerpt from the minutes of the meeting of the Board of Directors
duly called and held on Sept 16, 2014, and that the same is now in full force and effect:
(date of meeting)

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that Richard Marzec is Chairman,
John Palazzola is President,
Barbara Susca is (are) Vice President(s),
is Treasurer,
Barbara Susca is Secretary,
is Executive Director, and
Keith Larson is National Sales Manager

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 16 day of September, 20 14.
CORPORATE SEAL
(if any)


Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION **MUST** BE ONE OF THE INDIVIDUALS LISTED ABOVE AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.